BellSouth Telecommunications, Inc.

333 Commerce Street Suite 2101

Nashville, TN 37201-3300

TN REGULATORY AUTHORITY

Guy M. Hicks General Counsel

615 214 6301 Fax 615 214 7406

guy.hicks@bellsouth.com

January 29, 2003

VIA HAND DELIVERY

Hon. Sara Kyle Chairman Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee 37243-0505

Re:

Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and TCG MidSouth, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Docket No. 03-00098

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, TCG MidSouth, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated May 22, 2002. The first Amendment replaces Attachment 3; the second Amendment adds new port USOCs and rates to the Agreement; the third Amendment adds currently combined provisions to the Agreement; the fourth Amendment adds cable records rates and the fifth Amendment adds CFA Resends to the Agreement.

Thank you for your attention to this matter.

Sincerely yours,

Quy M. Hicks

cc:

Bill Peacock, TCG MidSouth, Inc.

Chief Commercial Attorney, TCG MidSouth, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY Nashville, Tennessee

In re:

Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and TCG MidSouth, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

D 1 1 3 T	
Docket No.	
DOCKET 10.	

PETITION FOR APPROVAL OF THE AMENDMENTS TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND TCG MIDSOUTH, INC. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, TCG MidSouth, Inc. ("TCG") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated May 22, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, TCG and BellSouth state the following:

- 1. TCG and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to TCG. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") by Order dated September 20, 2002.
- 2. The parties have recently negotiated several Amendments to the Agreement. The first Amendment replaces Attachment 3; the second Amendment adds new port USOCs and rates to the Agreement; the third Amendment adds currently combined provisions to the Agreement; the fourth Amendment adds cable records rates and the fifth Amendment adds CFA Resends to the Agreement. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, TCG and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties are authorized to submit the Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and TCG within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. TCG and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

TCG and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 3 day of 3, 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By:

Guy M. Hicks

333 Commerce Street, Suite 2101

Nashville, Tennessee 37201-3300

(615) 214-6301

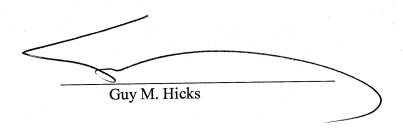
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the day of ______, 2003:

Bill Peacock TCG MidSouth, Inc. 1200 Peachtree Street, NE Suite 12254 Atlanta, GA 30309

Chief Commercial Attorney TCG MidSouth, Inc. Legal Department 1200 Peachtree Street, NE Suite 8100 Atlanta, GA 30309



FIFTH AMENDMENT TO THE AGREEMENT BETWEEN TCG MIDSOUTH, INC. AND

BELLSOUTH TELECOMMUNICATIONS, INC. TENNESSEE DATED MAY 22, 2002

Pursuant to this Agreement, (the "Amendment"), TCG MidSouth, Inc., ("TCG"), a New York corporation on behalf of itself, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself, hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 22, 2002 ("Agreement").

WHEREAS, BellSouth and TCG entered into the Agreement on May 22, 2002, and;

WHEREAS, the Parties desire to amend the Agreement to include CFA Resends language, and to add CFA Resends Rates for the state of Tennessee.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1. The Parties agree that the Agreement between TCG and BellSouth is hereby amended to add to Attachment 4-Physical Collocation the following to Section 6:
 - 6.4.4 <u>Circuit Facility Assignments (CFAs)</u>. Unless otherwise specified, BellSouth will provide CFAs to TCG prior to the applicable provisioning interval set forth herein ("Provisioning Interval") for those Premises in which TCG has a physical collocation arrangement. The CFAs will be sent to TCG in a consistent format.
 - 6.4.4.1BellSouth will bill TCG a nonrecurring charge, as set forth in Exhibit B, each time TCG requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs.
- 2. The Parties agree that the Agreement between TCG and BellSouth is hereby amended to add to Attachment 4-Physical Collocation Exhibit B-Rates the following rates in Exhibit 1 attached hereto for the State of Tennessee.
- 3. All of the other provisions of the Agreement, dated May 22, 2002, shall remain in full force and effect.
- 4. This Amendment is made effective the date of the last signature of all Parties.
- 5. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

	h Telecommunications, Inc.	TCG MidSouth, Inc. By: BUIC. Descore
	Elizabeth R. A. Shiroishi	Name: Bill C. Peacock Director – Local Services and
Title:	Assistant Director	Title: Access Management
Date:	11/24/02	Date: K 22 02

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FOURTH AMENDMENT TO THE AGREEMENT BETWEEN TCG MIDSOUTH, INC.

AND BELLSOUTH TELECOMMUNICATIONS, INC. TENNESSEE DATED MAY 22, 2002

Pursuant to this Agreement, (the "Amendment"), TCG MidSouth, Inc., ("TCG"), a New York corporation on behalf of itself, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself, hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 22, 2002 ("Agreement").

WHEREAS, BellSouth and TCG entered into the Agreement on May 22, 2002, and;

WHEREAS, the Parties desire to amend the Agreement to include Cable Records rates for the state of Tennessee.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1. The Parties agree that Attachment 4 of the Agreement between TCG and BellSouth is hereby amended to add to Exhibit C-Rates the following interim rates in Exhibit 1 attached hereto for the State of Tennessee.
- 2. All of the other provisions of the Agreement, dated May 22, 2002, shall remain in full force and effect.
- 3. This Amendment is made effective on the date of the last signature of all Parties.
- 4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

BellSouth Telecommunications, Inc.	TCG MidSouth, Inc.
By: Pet Chick	By: Bill C. Pracock
Name: Elizabeth R. A. Shiroishi	Name: Bill C. Peacock Director-Local Services and
Title: Assistant Director	Title: Access Management
Date: 11/22/02	Date: 11 15 07

THIRD AMENDMENT TO THE AGREEMENT BETWEEN TCG MIDSOUTH, INC.

BELLSOUTH TELECOMMUNICATIONS, INC. TENNESSEE DATED MAY 22, 2002

Pursuant to this Amendment, (the "Amendment"), TCG MidSouth, Inc., ("TCG"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 22, 2002, ("Agreement") to be effective upon the date of the last signature executing the Amendment.

WHEREAS, BellSouth and TCG entered into the Agreement on May 22, 2002, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- The Parties agree to delete sections 2.7 2.11.9 of Attachment 2 in its entirety and replace it with the provisions as set forth in Exhibit 2 attached hereto and incorporated herein by this reference.
- 2. All of the other provisions of the Agreement, dated May 22, 2002, shall remain in full force and effect.
- Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

TCG MidSouth, Inc.	BellSouth Telecommunications, Inc.
By: Bell Decer	By: <u>Ma Sheroi Ele</u>
Name: Bill C. Peacock	Name: Elizabeth R. A. Shiroishi
Director – Local Services & Title: Access Management	Title: Assistant Director
Date:	Date: 10/23/02

- 2.7 Unbundled Network Element Combinations
- 2.7.1 BellSouth will offer Network Element Combinations on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement and the requirements of Sections 251 and 252 of the Act, the applicable FCC rules, and other applicable laws. At TCG's request, BellSouth shall provide to TCG existing or new combinations including ordinarily combined and not typically combined Network Elements in accordance with the terms of this section.
- 2.7.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that the particular network elements requested by TCG are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" network elements shall mean that the particular network elements requested by TCG are not already combined by BellSouth in the location requested by TCG but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" network elements shall mean that the particular network elements requested by TCG are not elements that BellSouth combines for its use in its network.
- 2.7.3 For each Network Element, BellSouth shall provide a demarcation point (e.g., an interconnection point at a digital signal cross connect or light guide cross connect panel or a main distribution frame) and, if necessary, access to such demarcation point, which TCG agrees is suitable. However, where BellSouth provides Combinations to TCG, BellSouth may provide the existing interconnections and no demarcation point shall exist between the combined Network Elements.
- 2.8 Rates
- 2.8.1 Except as set forth in this Section, BellSouth shall provide UNE port/loop combinations described in Section 2.9 et seq. below that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit A. Except as set forth in this Section, BellSouth shall provide UNE port/loop combinations not described in Section 2.9 et seq. below or Not Typically Combined Combinations in accordance with the Bona Fide Request process. BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 2.8.2 Enhanced Extended Links ("EELs") are combinations of loop and transport unbundled network elements that are used to provide connectivity from the end user's location to TCG's collocation space in a

BellSouth central office or an TCG POP, as specified in Section 2.11.2.3. TCG shall be deemed to be providing a significant amount of local exchange service over the EEL if one of the options listed in Section 2.11.2 is met. Currently Combined EELs specifically priced in Exhibit A shall be billed at the nonrecurring switch-as-is charge and recurring charges for that combination as set forth in Exhibit A of this Attachment. Currently Combined EELs not specifically priced in Exhibit A shall be billed at the sum of the nonrecurring and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit A of this Attachment. Ordinarily Combined EELs specifically priced in Exhibit A shall be billed the sum of the nonrecurring and recurring charges for that combination as set forth in Exhibit A of this Attachment. Ordinarily Combined EELs not specifically priced in Exhibit A shall be billed the sum of the nonrecurring charges and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit A of this Attachment. To the extent that TCG requests an EEL combination Not Typically Combined in the BellSouth network, the rates, terms and conditions shall be determined pursuant to the Bona Fide Request Process.

2.9 Combination Offerings

- 2.9.1. 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per Minute-of-Use ("MOU"), common transport facilities termination, tandem switching, and tandem trunk port.
- 2.9.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.9.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.9.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.9.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 2.9. 6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2.9. 7

 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- Attachment 2 of this Agreement describes the Network Elements that TCG and BellSouth have identified as of the Effective Date of this Agreement and are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to end users, to improve network or service efficiencies or to accommodate changing technologies, or end user demand. Upon BellSouth's offering of a new or revised Network Element, BellSouth shall notify TCG of the existence of and the technical characteristics of the new or revised Network Element. Upon TCG's identification of a new or revised Network Element, it shall make a request for the network element pursuant to Attachment 10 of this Agreement, incorporated herein by this reference.
- 2.11 Special Access Service Conversions
- TCG may not convert special access services to combinations of loop and transport network elements, whether or not TCG self-provides its entrance facilities (or obtains entrance facilities from a third party), unless, TCG uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent TCG requests to convert any special access services to combinations of loop and transport network elements at UNE prices, TCG shall provide to BellSouth written certification that TCG is providing a significant amount of local exchange service (as described in this Section) over such combinations.
- The certification shall indicate under what local usage option TCG seeks to qualify for conversion of special access circuits. TCG shall be deemed to be providing a significant amount of local exchange service over such combinations if it certifies that they are meeting one of the following options:

- 2.11.2.1 TCG certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at TCG's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, TCG is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. TCG can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100% interstate access traffic; or
- 2.11.2.2 TCG certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50% of the activated channels on the loop portion of the loop-transport combination have at least 5% local voice traffic individually, and the entire loop facility has at least 10% local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at TCG's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
- 2.11.2.3 The requesting carrier certifies that at least 50% of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50% of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33% local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. TCG does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- In addition, there may be extraordinary circumstances where TCG is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Sections 2.11.2.1 through 2.11.2.3. In such case, TCG may petition the FCC for a waiver of the local usage options set forth herein. If a waiver is granted, then upon TCG's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

- BellSouth may, at its sole expense, audit TCG records in order to 2.11.3 determine TCG's compliance with the local usage options set forth above. All audits shall be conducted by a third party independent auditor, and TCG and the FCC shall be given thirty (30) days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, TCG shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that TCG is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from TCG.
- The Parties further acknowledge that on a going forward basis, TCG may purchase additional special access service under BellSouth's applicable tariffs and convert such special access circuits to EELs, pursuant to the terms of this Agreement, subject to such circuits meeting the local usage options of this Section 2.11, and subject to the termination provisions in the applicable tariffs, if any.
- 2.11.4.1 BellSouth may only assess termination liability charges consistent with its relevant tariffs and contracts to which it and TCG have agreed.
- 2.11.4.2 A volume and term contract is terminated only when TCG fails to meet its volume and term commitments.
- 2.11.4.3 For the state of TN only, a volume and term commitment may be fulfilled through the purchase of special access or UNEs.
- 2.11.5 When an existing special access service circuit employed by TCG is converted to Network Elements and/or Combination, BellSouth shall not disconnect and re-connect the elements. When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 2.11.6 Other UNE Combinations
- 2.11.6.1 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to TCG in addition to those specifically referenced above, where available. Such combinations shall not be connected to BellSouth tariffed services. To the extent TCG requests a Not Typically Combined combination, or to the extent TCG requests any combination for which BellSouth has not

developed methods and procedures to provide such combination, TCG shall pursue a development of methods and procedures for that particular combination pursuant to the BFR/NBR process and the rates for such combination shall be the sum of the recurring rates and nonrecurring rates for the stand-alone network elements.

- 2.11.6.2 BellSouth shall provide unbundled network elements in a manner that allows requesting telecommunications carriers to combine such network elements in order to provide a telecommunications service.
- 2.11.6.3 Except upon request, BellSouth shall not separate requested network elements that BellSouth currently combines.
- 2.11.6.4 Upon request, BellSouth shall perform the functions necessary to combine unbundled network elements in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such combination is:
- 2.11.6.4.1 Technically feasible; and
- 2.11.6.4.2 Would not impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with BellSouth's network.
- 2.11.6.5 Upon request, BellSouth shall perform the functions necessary to combine unbundled network elements with elements possessed by TCG in any technically feasible manner.
- 2.11.6.6 If BellSouth denies a request to combine elements pursuant to paragraph 2.11.6.4 and 2.11.6.4.1 or paragraph 2.11.6.5 of this section BellSouth must prove to the state commission that the requested combination is not technically feasible.
- 2.11.6.7 If BellSouth denies a request to combine elements pursuant to paragraph 2.11.6.4 and 2.11.6.4.2 of this section, BellSouth must prove to the state commission that the requested combination would impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with BellSouth's network.
- 2.11.6.8 BellSouth shall also provide written notice to TCG of such denial and the basis thereof pursuant to the BFR process in Attachment 10.
- 2.11.6.9 Rates

2.11.6.9.1 The rates for Ordinarily Combined UNE Combinations shall be the sum of the recurring rates and nonrecurring rates for the stand-alone network elements as set forth in Exhibit A of this Attachment. The rates for Currently Combined UNE combinations shall be the sum of the recurring rates for the stand-alone network elements as set forth in Exhibit A, in addition to a nonrecurring charge set forth in Exhibit A. To the extent TCG requests a Not Typically Combined combination, or to the extent TCG requests any combination for which BellSouth has not developed methods and procedures to provide such combination, rates and/or methods and procedures for such combination shall be established pursuant to the BFR/NBR process.

SECOND AMENDMENT TO THE AGREEMENT BETWEEN TCG MIDSOUTH, INC. AND

BELLSOUTH TELECOMMUNICATIONS, INC. TENNESSEE DATED MAY 22, 2002

Pursuant to this Amendment, (the "Amendment"), TCG MidSouth, Inc., ("TCG"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 22, 2002, ("Agreement") to be effective upon the date of the last signature executing the Amendment.

WHEREAS, BellSouth and TCG entered into the Agreement on May 22, 2002, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1. The Parties agree to add to the rates in Exhibit A of Attachment 2, the rates set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
- 2. All of the other provisions of the Agreement, dated May 22, 2002, shall remain in full force and effect.
- 3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

TCG MidSouth, Inc.	BellSouth Telecommunications, Inc.
By: Bederole_	By: he hoth
Name: Bill C. Peacock	Name: Elizabeth R. A. Shiroishi
Director – Local Services & Title: Access Mngt	Title: Assistant Director
Date: 9502	Date: 9/6/07

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- 1	Z-WIRE VOICE CIVIL TITLE TO THE TOTAL TOTA			1 FPSB	UEPWO	1.89	9.83	9.19		8	4				13.32		1.40
	capability can Mamphis Local Calling		-		UEPB2	8	6.93	9.19	3.66	36 2.92	25	-	20.39				9
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	Tennessee (BLIS) 2-Way Collierville and Memphis Local Calling		· · ·	RPSR	UEPB3	1.89	9.93	9 19	3.66	2.92	32		20.35				7
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- 1				allo to oraide	Inhundled	and to provide Inbundled Local Switching or Switch Ports.	g or Switch Por	ţş.									1
ı	5 Crast Based Rates are applied where BellSouth is required by FCC and/or State Commission from the same manner as they are applied to the Stand-Mone Unbundled Port section of this Role Environment of the Stand-Mone Unbundled Port section of the Stand-Mone Combinations.	d/or State	Commissio	the same man	er as they ar	e applied to the	e Stand-Alone	I tuil to proved commended to the Stand-Alone Unbundled Port section of this Rate Exhibit	t section of thi	s Rate Exhibit.	Coin Port/Le	op Combinati	ons.			1	
1	> Features shall apply to the Unbundled Port/Loop Combination - Cost	Based Ke	in the Dort e	action of this ra	e exhibit sha	all apply to all o	ombinations of	loop/port netw	ork elements e	1 in the Nonec	urring - Cun	ently Combin	ed sections.		بحضي		
1	> End Office and Tandem Switching Usage and Common Transport Us	age rates	ined Combo	s. For Curren	tly Combined	Compos, the	nonrecurring C	harges shall be		,				1	1	-	
1	> The first and additional Port nonrecurring charges apply to four	·												-		-	
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1	UNE Port/Loop Combination Rates	1	1												ď	Page 1 of 5	
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岁	NBUNDLED NETWORK ELEMENTS - Tennessee RATE ELEMENTS	Interim Zone		BCS	nsoc			RATES(\$)			Submitted Submitted Elec per LSR	Suc Order Suc Order Inc. Submitted Submitted C Elec Manually Maper LSR per LSR Ele	Charge - Order vs. Electronic-1st	Charge - Manual Svc Order vs. Electronic- Add'l Rates(\$)	2	2 - 1	
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and A Local American or exalich norts per FCC and/or State Commission rules.	DLED PORT LOC	P COMBINATIONS - MARKET RATES		1		1						1	1				Н
TO A COUNTY OF THE PROPERTY OF		opinion of pro-	pelbundun	local switchi	ng or switch po	rts per FCC a	ind/or State C.	ommission rufer	3.	A or me	ve DS0 equiva	ent lines.					-

Submitted Charge - Ch	Order vs. Order vs. Electronic- Electronic- 1st Add'i	OSS Rates(\$)	+	the Cost-Based section preceding in Iteu	(New Orleans), NC (Greensboor Winston State)—High Winston State (Relea, BellSouth shall bill the rates in the New Orleans), No (Greensboor Winston State)—High Market Rates, BellSouth shall bill the rates in the New Orleans), the section, In the inferior where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the	Ambiguations which have a flat rate usage charge	curring charges are listed in the NRC - Currently	on of this rate earling strength and MCC columns for each Port USOC. For Currently Continued accounts and Additional NRC columns for each Port USOC.										30.89 7.03		30.89 7.03				30.89 7.03		30.89 7.03	7.03		30.89 7.03										30.89 7.03	30.89		Page 4 of 5
Submitted	Elec S(\$) per LSR		Nonrecurring Disconnect SOMEC	d'i First Ioria-Gastonia-Rock Hill); TN (Nashville).	South cannot bill Market Rates, BellSouth shall		tetwork elements except for UNE Coin Port/Log	OC. For Currently Commission sources											90.00	00:00	00:06				000		41.50	41.50		00'0										00.08	00:06	
	C RATES(\$)		Nonrecurring	Rec First Adi	(Greensboro-Winston Salem-Frightporns of the Care of the excitor. In the interim where Bells		shall apply to all combinations of loop/port in	and Additional NRC columns for each Port US				28.48	30.31	26.00		UEPLX 12.48			14.00 90.00	94 40	UEPRT 14.00 90.00		LNPCX 0.35		UEPVF 0.00 0.00		USAC2 41.50	USACC 41.50		USAS2 0.00 0.00			26.48	30.31		1	UEPLX 16.31	1		UEPWO 14.00 90.00	UEPB2 14.00 90.00	
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HANDING ED NETWORK ELEMENTS - Tennessee					M. John Fr. John P. John M. H.	> The Top 8 MSAs in Bell South's region ere. FL Ulantuck is the recurring and non-	> Bellsouth currenty accesses the right to true-up the billing difference. of the Market Rates and reserves the right to true-up the billing difference.	The Market Rate for unbundled ports includes all avaisable includes in the Port section Tanget Rate for unbundled bage and Common Transport Leage rates in the Port section Tanget Rate in the Port section	> For Not Currently Combined scenarios where Market Rates apply, the receipt to the Not Currently Combined scenarios where Market Rates and are categorized acc	Combined section. Additional NRCs may apply and and are	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)	Selection Dates	UNE Port/Loop Commission - Zone 1	2-Wire VG Loop/Port Combo - Zone 3	2-Wire VG Loopir-of Colling - Colling	UNE Loop Rates	2-Wire Voice Grade Loop (SL1) - 2018 1	2-Wire Voice Grade Loop (SL1) - Zone 3		2-Wire Voice Grade Line Port (Nes) Tannessee Area Plus Port without Caller ID capability	Tennessee Extended Local Dialing Port without Caren to	capability Low Usage Line Port without Caller ID capability	TIME STATEMENT	LOCAL NUMBER PORTABILITY (1 per port)	FEATURES	All Features Offered	NONRECURRING CHARGES - CURRENTLY COMBINED	2-Wire Voice Grade Loop / Line Port Combination - Switch-es-is 2-Wire Voice Grade Loop / Line Port Combination - Switch with	change	ADDITIONAL NRCs ADDITIONAL NRCs NRC - 2-Wire Voice Grade Loop/Line Port Combination -	Subsequent	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)	Combination Rates	UNE PortLoop Commission 2-Wire VG Loop/Port Combo - Zone 1	2-Wire VG Loop/Port Combo - 2016 2 2-Wire VG Loop/Port Combo - 2016 3		UNE Loop Rates	2-Wire Voice Grade Loop (SL1) - Zone 2	2-Wire Voice Grade Loop (SLI) - Luis S	2-Wire Voice Grade Line Port (Bus) 2-Wire Voice Grade Line Port (Bus)	capability Cal Calling	Tennessee (BUS) inward Collerville and Merriphia Local Colle

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FIRST AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN TCG MIDSOUTH, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC.

SOUTH TELECOMMUNICATIONS, INC TENNESSEE DATED MAY 22, 2002

Pursuant to this Agreement, ("Amendment") TCG MidSouth, Inc. ("TCG") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 22, 2002 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

Pursuant to this Amendment, the Parties hereby agree to amend the Interconnection Agreement to reflect the following:

- 1. The Parties agree to delete the rates in Exhibit A of Attachment 3 and replace it with the rates set forth in Exhibit 1 of this amendment attached herein and incorporated by this reference.
- 2. All of the other provisions of the Interconnection Agreement, dated May 22, 2002, shall remain in full force and effect.
- 3. Either or both of the Parties is authorized to submit this Amendment to the respective Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

TCG Mi	dSouth, Inc.	BellSouth Telecommunications, inc
	Sell Cheacak	By: lea luioção
By: t Name:	Bill C. Peacock	Name: Elizabeth R. A. Shiroishi
Title:	Director – Local Services & Access Mngt	Title: Assistant Director
Date:	8/28/02	Date: 9/10/02

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OCAL INT	LOCAL INTERCONNECTION - Tennessee								٦	Svc Order S	Svc Order In	Incremental	Incremental		Incremental
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NOTE	. "bk" beside a rate indicates that the Parties have agreed to bill	and Keep	or that element pursu												
CO	COMPENSATION Single Rate for local and ISP-bound Traffic (07/01/2001-				0015000										
	12/31/2001) Single Rate for local and ISP-bound Traffic (01/01/2002-	+			00000										
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	expiration of agreement)	+			0002000										
TAND	Tondem Switching Function Per MOU		OHD		0.0009778										
	Multiple Tandem Switching, per MOU (applies to initial tandem				0.0009778										
THIS	only) This charge is applicable only to transit traffic and is applied in addition to applicable switch	Ition to ap		/or interconn	ing and/or interconnection charges.										
TRUN	IK CHARGE	+		TPP++		334.29 bk	57.01 bk								
	Installation Trunk Side Service - per USU	ł		TDEOP	00:00										
1	Dedicated End Office Trunk Port Service-per DS1**	$\ \cdot\ $		TDE1P	TDE1P 0.00										
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5	Common Transport - Per Mile, Per MOU		OHD		0.0000064										
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1	month Interoffice Channel - Dedicated Transport - DS3 - Facility		Sheric and	11 5NM	848 99bk	176.56bk		105.91							
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	Local Channel - Dedicated - DS1 per month	1	5	2				045.80							
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